

SOLICITATION FOR OFFERS

THE GENERAL SERVICES ADMINISTRATION

NAME: _____

TITLE: _____

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1.0 SUMMARY

1.1. AMOUNT AND TYPE OF SPACE (JAN 1997)

- (a) The General Services Administration (GSA) is interested in leasing approximately _____ Rentable square feet of space. The Rentable space must yield a minimum of _____ BOMA Usable Square Feet (as defined elsewhere in this solicitation) to a maximum of _____ BOMA Usable Square Feet, available for use by Tenant for personnel, furnishings, and equipment.
- (b) Offers must be for space located in a quality building of sound and substantial construction as described in this solicitation for offers, have a potential for efficient layout. For purposes of this solicitation, the definition of BOMA Usable Square Feet is in the paragraph entitled "BOMA Usable Square Feet" in the Miscellaneous section of this solicitation.
- (c) To demonstrate potential for efficient layout, offerors may be requested to provide test fit layouts when the space offered contains certain features like:
- narrow column spacing
 - atriums, light wells or other areas interrupting contiguous spaces
 - extremely long, narrow runs of space
 - irregular space configurations, or
 - other unusual building features.

The Government will advise the offeror if the test fit layout demonstrates that the Government's requirement cannot be accommodated within the space offered. The offeror will have the option of increasing the BOMA Usable square footage offered provided that it does not exceed the maximum BOMA Usable square footage in the solicitation. If the offeror is already providing the maximum BOMA Usable square footage and cannot house the Government's space requirements, then the Government will advise the offeror that the offer is unacceptable.

- (d) Unless otherwise noted, all references in this solicitation to square feet shall mean BOMA Usable Square Feet.

1.2. AREA OF CONSIDERATION

1.3. LEASE TERM

The lease term is for _____. GSA may terminate this lease at any time after the initial term on _____ days written notice to the lessor.

1.4. OFFER DUE DATE

Offers are due by _____, and must remain open until _____.

1.5. OCCUPANCY DATE

Occupancy is required _____.

1.6. HOW TO OFFER (JAN 1997)

- (a) Offers are to be submitted to the Contracting Officer at:

- (b) No later than the close of business on the offer due date the following documents, properly executed, must be submitted:

(1) _____

() The estimated cost to prepare the space for occupancy by the Government.

() The offeror's proposed amortization rate for tenant alterations.

1.7. NEGOTIATIONS (JAN 1997)

- (a) The Government reserves the right to award a lease pursuant to this solicitation based on initial offers. If no such award is made, negotiations will be conducted on behalf of the Government by the GSA Contracting Officer or other authorized representative. The GSA Contracting Officer is named on the cover of this solicitation. GSA will negotiate rental price for the initial term, any renewal periods, and any other aspect of the offer as deemed necessary.
- (b) The Offeror shall not enter into negotiations concerning the space leased or to be leased with representatives of Federal agencies other than the Contracting Officer or designee.
- (c) The Contracting Officer will conduct oral or written negotiations with all Offerors that are within the competitive range. The competitive range will be established by the Contracting Officer on the basis of cost or price and other factors (if any) that are stated in this solicitation and will include all offers that have a reasonable chance of being selected for award.
- (d) Offerors will be provided a reasonable opportunity to submit any cost or price, technical, or other revisions to their offers that may result from the negotiations. Negotiations will be closed with submission of "Best and Final" offers.

1.8. PRICE EVALUATION (PRESENT VALUE) (JAN 1997)

- (a) If annual CPI adjustments in operating expenses are included, Offerors are required to submit their offers with the total "gross" annual price per rentable square foot and a breakout of the "base" price per rentable square foot for services and utilities (operating expenses) to be provided by the Lessor. The "gross" price shall include the "base" price.
 - (b) Offerors are required to submit plans and any other information to demonstrate that the rentable space yields BOMA Usable space within the required BOMA Usable range. The Government will verify the amount of BOMA Usable square footage and convert the rentable prices offered to BOMA Usable prices, which will subsequently be used in the price evaluation.
 - (c) If the offer includes annual adjustments in operating expenses, the base price per BOMA Usable square foot from which adjustments are made will be the base price for the term of the lease, including any option periods.
 - (d) Evaluation of offers will be on the basis of the annual price per BOMA Usable square foot, including any option periods. The Government will perform present value price evaluation by reducing the prices per BOMA Usable square foot to a composite annual BOMA Usable square foot price, as follows:
 - (1) Parking and wareyard areas will be excluded from the total square footage, but not from the price. For different types of space, the gross annual per square foot price will be determined by dividing the total annual rental by the total square footage minus these areas.
 - (2) If annual adjustments in operating expenses will not be made, the gross annual per square foot price will be discounted annually at 8 percent to yield a gross present value cost (PVC) per square foot.
 - (3) If annual adjustments in operating expenses will be made, the annual per square foot price, minus the base cost of operating expenses, will be discounted annually at 8 percent to yield a net PVC per square foot. The operating expenses will be both escalated at 4 percent compounded annually and discounted annually at 8 percent, then added to the net PVC to yield the gross PVC.
 - (4) To the gross PVC will be added:
 - The cost of Government provided services not included in the rental escalated at 4 percent compounded annually and discounted annually at 8 percent.
 - The annualized (over the full term) per BOMA Usable square foot cost of any items which are to be reimbursed in a lump sum payment. (The cost of these items is present value; therefore, it will not be discounted.)
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- (5) The sum of either (2) and (4) or (3) and (4), above, will be the per BOMA Usable square foot present value of the offer for price evaluation purposes.

1.9. AWARD (JAN 1997)

- (a) After conclusion of negotiations, the Contracting Officer will require the Offeror selected for award to execute the proposed lease prepared by GSA which reflects the proposed agreement of the parties.
- (b) The proposed lease shall consist of:
 - (1) Standard Form 2 (or GSA Form 3626) U.S. Government Lease for Real Property,
 - (2) required clauses,
 - (3) required certifications and representations,
 - (4) the pertinent provisions of the offer, and
 - (5) the pertinent provisions of the SFO.
- (c) The acceptance of the offer and award of the lease by the Government occurs upon notification of unconditional acceptance of the offer or execution of the lease by the GSA Contracting Officer and mailing or otherwise furnishing written notification or the executed lease to the successful Offeror.

2.0 AWARD FACTORS

2.1. ACCESSIBILITY AND SEISMIC SAFETY (JAN 1997)

- (a) All offers received in response to this solicitation will be evaluated to determine whether the offers fully meet one of the Model Building Seismic Design Provisions shown below and the accessibility requirements for new construction of the Americans With Disabilities Act Accessibility Guidelines (ADAAG) (36 CFR Part 36, App. A) and the Uniform Federal Accessibility Standards (UFAS) (Federal Register vol. 49, No. 153, August 7, 1984, reissued as FED. STD. 795, dated April 1, 1988, and amended by

Federal Property Management Regulations Amendment D-88, 54 FR 12627, March 28, 1989). Where standards conflict, the more stringent shall apply. If any offers are received which fully meet accessibility and seismic safety requirements, then other offers which do not fully meet these requirements will not be considered.

(b) **FULL COMPLIANCE:**

- (1) "Fully meets" as used herein with respect to accessibility means the offer fully complies with the ADAAG and UFAS requirements for Parking (Automobile and Van) and Loading Zones, Accessible Route, Entrance and Egress, Ramps, Stairs, Handrails, Doors, Elevators, Telephones, Controls, Signage, Alarms, Drinking Fountains, Storage Facilities, Seating and Work Stations, Assembly Areas, and Toilet Rooms. Where standards conflict, the more stringent shall apply.
- (2) "Fully meets" with regard to seismic safety, means that the building design and construction are in compliance with the seismic requirements of one of the following Model Building Code Seismic Design Provisions as applicable in the geographical area. Compliance shall be established by a registered structural engineer's evaluation.

BUILDING TYPE	Model Building Code Seismic Design Provisions		
	BOCA	SBCCI	UBC
Wood Frame, Wood Shear Panels	*	*	1949
Steel Moment Resisting Frame	1987	1991	1976
Steel Braced Frame	1990	1991	1988
Steel Frame w/Concrete Shear Walls	1987	1991	1976
Reinforced Concrete Moment Resisting Frame	1987	1991	1976
Reinforced Concrete Shear Walls	1987	1991	1976
Tilt-up Concrete	1987	1991	1973
Reinforced Masonry	1987	1991	1976

*Local provisions for wood construction need to be compared to the 1949 UBC to determine benchmark year. For additional building types, see NISTIR 5382.

(c) **SUBSTANTIAL COMPLIANCE:**

- (1) In accordance with ADAAG and UFAS, if no offer is received which fully meets accessibility requirements for new construction, but an offer(s) is received which substantially meets these requirements, then other offers which do not substantially meet these requirements will not be considered. "Substantially meets" as used herein with respect to the accessibility requirements means the offer fully complies with the ADAAG and UFAS requirements for Automobile Parking and Loading Zones, Accessible Route, Entrance and Egress, Doors, Drinking Fountains, Toilet Rooms and the space has at least one elevator where necessary for route.
- (2) "Substantially meets" with regard to seismic safety will be determined by the Government based upon the Offeror's evaluation by a registered structural engineer that specifically describes all exceptions to full compliance with the Model Building Code Seismic Design Provisions above. The offeror is to evaluate using NISTIR 5382 and identify all deficiencies. Based upon the evaluation, the Contracting Officer will make an award to the offer which best meets the Model Building Code Seismic Design Provisions and the other requirements of this solicitation.

(d) **LESS THAN SUBSTANTIAL COMPLIANCE:** In accordance with ADAAG and UFAS, if no offer is received which either fully or substantially meets the accessibility requirements of new construction, consideration will be given only to offers which meet the following minimum requirements:

- (1) At least one accessible route shall be provided from an accessible entrance to the leased space and all required accessible areas. At least one interior means of vertical access shall be provided. Elevators shall have complying Controls and Signage.
- (2) If parking is provided, then accessible spaces shall be included.
- (3) Accessible toilet rooms shall be provided as follows:
 - (i) Where more than one toilet room for each sex is provided on a floor on which the Government leases space, at least one toilet room for each sex on that floor shall be accessible.
 - (ii) Where only one toilet room for each sex is provided on a floor on which the Government leases space, either one unisex toilet room or one toilet room for each sex on that floor shall be accessible.
 - (iii) Where only one toilet room is provided in a building where the Government leases space, one unisex toilet room shall be accessible.
 - (iv) In a qualified historic building where the Advisory Council on Historic Preservation determines that providing the above minimum accessible toilet facilities would threaten or destroy the historic integrity of the space, unisex toilet room(s) in the building shall be accessible.
- (e) If no offer is received which meets the minimum accessibility requirements described above, offers will not be considered unless a waiver of accessibility requirements is requested by the Contracting Officer and granted by the GSA Public Buildings Service Commissioner.

2.2. OTHER FACTORS (JAN 1997)

The lease will be awarded to the Offeror whose offer will be most advantageous to the Government, price and other award factors which follow considered.

The combination of factors below are _____.

The following award factor(s),

3.0 MISCELLANEOUS

3.1. RENTABLE SPACE (JUN 1994)

Rentable space is the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. The rentable space may include a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The rentable space generally does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts and vertical ducts.

3.2. BOMA USABLE SQUARE FEET (JAN 1997)

- (a) For the purposes of this solicitation, the Government recognizes the BOMA (Building Owners and Managers Association) International standard (ANSI/BOMA Z65.1-1996) definition for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed."
- (b) BOMA Usable Square Feet shall be computed by measuring the area enclosed by the finished surface of the room side of corridors (corridors in place as well as those required by local codes and ordinances to provide an acceptable level of safety and/or to provide access to essential building elements) and other permanent walls, the dominant portion (see Z65.1) of building exterior walls, and the center of tenant-separating partitions. Where alcoves, recessed entrances, or similar deviation from the corridor are present, BOMA Usable Square Feet shall be computed as if the deviation were not present.

3.3. COMMON AREA FACTOR (JAN 1997)

If applicable, Offerors shall provide the Common Area Factor (a conversion factor(s) determined by the building owner and applied by the owner to the BOMA Usable Square Feet to determine the rentable square feet for the offered space).

4.0 GENERAL ARCHITECTURAL

4.1. ACCESSIBILITY (JAN 1997)

The building and the leased space shall be accessible to the handicapped in accordance with the Americans With Disabilities Act Accessibility Guidelines (36 CFR Part 36, App. A) and the Uniform Federal Accessibility Standards (41 CFR 101-19.6, App. A). Where standards conflict, the more stringent shall apply.

5.0 ARCHITECTURAL FINISHES

5.1. BUILDING FINISHES

Building finishes shall be for first class, modern space.

6.0 MECHANICAL, ELECTRICAL, PLUMBING

6.1. HVAC (JUL 1994)

Temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. These temperatures must be maintained throughout the leased premises and service areas, regardless of outside temperatures, during the hours of operation specified in the lease.

6.2. VENTILATION (OCT 1996)

During working hours in periods of heating and cooling, ventilation shall be provided in accordance with ASHRAE Standard 62, Ventilation for Acceptable Indoor Air Quality.

6.3. ELECTRICAL: GENERAL (JAN 1997)

The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply.

6.4. ELEVATORS (JAN 1997)

- (a) The Lessor shall provide suitable passenger and freight elevator service to all GSA-leased space not having ground level access.
- (b) CODE:
Elevators shall conform to the current editions of the American National Standard A17.1, Safety Code for Elevators and Escalators, except that elevator cabs are not required to have a visual or audible signal to notify passengers during automatic

recall. The elevator shall be inspected and maintained in accordance with the current requirements of the American National Standard A17.2, Inspector's Manual for Elevators.

7.0 SERVICES, UTILITIES, MAINTENANCE

7.1. SERVICES, UTILITIES, MAINTENANCE: GENERAL

Services, utilities, and maintenance shall be provided by the Lessor as part of the rental consideration. The Lessor must have a building superintendent or a locally designated representative available to promptly correct deficiencies.

7.2. NORMAL HOURS

Services, utilities, and maintenance will be provided daily, extending _____ except Saturdays, Sundays, and Federal holidays.

7.3. OVERTIME USAGE (JAN 1997)

(a) The Government shall have access to the leased space at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, toilets, lights, and electric power.

(b) Reimbursement to the Lessor for overtime heating or cooling will be at the hourly rate established in the contract.

7.4. UTILITIES

The Lessor shall ensure that utilities necessary for operation are provided and all associated costs are included as a part of the established rental rate.

7.5. JANITORIAL SERVICES (JAN 1997)

The Lessor shall provide janitorial services for the leased space, public areas, entrances, and all other common areas and provide replacement of supplies.

7.6. MAINTENANCE AND TESTING OF SYSTEMS (OCT 1996)

(a) The Lessor is responsible for the total maintenance and repair of the leased premises. Such maintenance and repairs include site and private access roads. All equipment and systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems must be done in accordance with applicable codes, and inspection certificates must be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Field Office Manager or a designated representative.

(b) Without any additional charge, the Government reserves the right to require documentation of proper operations or testing prior to occupancy of such systems as fire alarm, sprinkler, emergency generator, etc. to ensure proper operation. These tests shall be witnessed by a representative of the Contracting Officer.

8.0 SAFETY AND ENVIRONMENTAL MANAGEMENT

8.1. OCCUPANCY PERMIT (OCT 1996)

The Lessor shall provide a valid Occupancy Permit for the intended use of the Government and shall maintain and operate the building in conformance with current local codes and ordinances. If the local jurisdiction does not issue occupancy permits, Offerors should consult the contracting officer to determine if other documentation may be needed.

8.2. FIRE AND LIFE SAFETY (OCT 1996)

(a) Below-grade space to be occupied by Government and all areas in a building referred to as "hazardous areas" in National Fire Protection Association Standard 101, known as the "Life Safety Code," or any successor standard thereto, must be protected by an automatic sprinkler system or an equivalent level of safety.

(b) If offered space is 3 stories or more above grade, the Lessor shall provide written documentation that the building meets egress and fire alarm requirements as established by NFPA Standard No. 101 or equivalent. However, if 1) offered space is 5 stories or less above grade, 2) the total Government leased space in the building (all leases combined) will be less than 35,000 square feet, and 3) the building is sprinklered, this documentation is not required.

(c) If offered space is 6 stories or more above grade, additional fire and life safety requirements may apply. Therefore, the offeror must advise GSA in its offer whether or not the offered space, or any part thereof, is on or above the sixth floor of the offered building.

8.3. OSHA REQUIREMENTS (OCT 1996)

The Lessor shall maintain buildings and space in a safe and healthful condition according to the Occupational Safety and Health Administration (OSHA) standards.

8.4. ASBESTOS (OCT 1996)

The leased space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to Environmental Protection Agency guidance shall be implemented.

8.5. RADON IN AIR (OCT 1996)

If space planned for occupancy by the Government is on the second floor above grade or lower, the Lessor shall, prior to occupancy, test the leased space for 2-3 days using charcoal cannisters or Electret Ion Chambers to ensure radon in air levels are below the Environmental Protection Agency's action concentration of 4 picoCuries/liter. After the initial testing, a followup test for a minimum of 90 days using Alpha Track Detectors or Electret Ion Chambers must be completed.

8.6. HAZARDOUS MATERIALS (OCT 1996)

The leased space shall be free of hazardous materials according to applicable Federal, State, and local environmental regulations.

9.0 SPECIAL REQUIREMENTS